

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

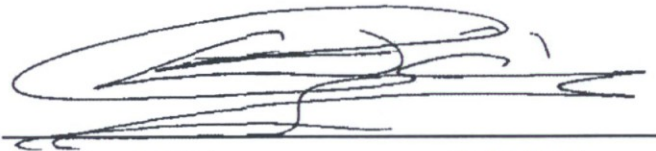
LETTER OF AUTHORIZATION

DATE: DECEMBER 7, 2016

I, Gerald Webner, managing member of Beardsley 22, Inc authorize E-Project, LLC to submit all required applications and documents related to rezoning case on property located at 21818 N. Miller Rd in Scottsdale AZ.

Only these individuals are authorized to submit and pick up any documents from the city during this process.

Edmir Dzudza, AIA, Architect
Leonard Saguid, Project Manager
Michael Gheju, Project Manager
Zach Pebler, Real Estate Agent



Gerald Webner
Beardsley 22, Inc

12-07-2016

End of Document



Citizen Review Checklist

(ZN)

The Citizen Review Process is required for all: Rezoning, Zoning Stipulation Amendments, Council Approved Amended Development Standards, and City Council Site Plan Approvals. This packet has been prepared in conformance with and as a supplement to Zoning Ordinance, Section 1.305.C, Citizen Review Process. *If you have questions on these requirements, please contact the Current Planning Division at 480-312-7000*

This application is for a:

- ☒ Rezoning
- ☐ Zoning Stipulation Amendments
- ☐ City Council Approved Amended Development Standards
- ☐ City Council Site Plan Approvals

If you are filing for a General Plan amendment, you must comply with Resolution 5135 for Neighborhood Involvement. If you are filing an application for any other type of project you need a Neighborhood Notification Packet; please contact your Project Coordinator for more information.

The Citizen Review Process ensures early notification and involvement prior to the filing of a formal application.

Step 1: Citizen Review Plan: Provide a written statement to your Project Coordinator, at least two weeks prior to the first open house meeting, outlining the information below.

- Where and when the open house will be held
- How and when neighbors will be notified:

<p>Provide information by:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1st Class Letter or Postcard <input type="checkbox"/> In Person <input type="checkbox"/> Phone call <input type="checkbox"/> Certified Mail <input type="checkbox"/> Door Hangers/Flyers 	<p>To:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All property owners and HOAs within proposed area <input type="checkbox"/> Property owners and HOAs within 750' <input type="checkbox"/> School District(s)* <input type="checkbox"/> Interested Party list (provided by Project Coordinator) <input type="checkbox"/> Residents/Tenants
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- When the "Project Under Consideration" sign will be posted and what it will say
- How many neighborhood meetings will be held?

* School districts shall be notified 30 days prior to filing the formal application when the rezoning from a non-residential to a residential district or when greater residential densities are proposed. Refer to the Collaborative City and School Planning packet.

Step 2: Project Under Consideration: Post the Sign - (4'x4' Black and White sign) post on-site at least ten (10) calendar days prior to the first open house meeting. The sign shall include the following:

- Project Overview: description of request, proposed use, site acreage, application type (e.g. Zoning District Map Amendment) existing and proposed site zoning district,
- Time, Date and Location of the open house meeting/s
- Applicant and City Staff Contact Information- contact persons and phone numbers to call for more information, and the Pre-Application number
- City's web site address: www.scottsdaleAZ.gov/projects/ProjectsInProgress
- Sign posting date
- Any additional information indicated on Project Under Consideration Sign Posting Requirements

Planning and Development Services Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Citizen Review Checklist

(ZN)

- Step 3: Notification Letters:** Send a letter, by first class mail at least ten (10) calendar days* prior to the open house meeting. Include the following items:
- Time, date, and location of the open house meeting
 - Applicant and City staff contacts, telephone numbers and email addresses
 - City case file number (Pre-Application Number) and City web site address
 - A detailed description of the project and information concerning the applicant's request
 - Application type (e.g. Zoning District Map Amendment)
 - Existing and proposed site zoning district
 - Preliminary site plan and/or project location map
- Step 4: Open House Meeting:** Hold the Open House Neighborhood Meeting onsite or at a location near the site, within *45 days prior* to your formal submittal. E-mail open house information to project coordinator and to: planninginfo@scottsdaleaz.gov. From the Open House provide the following:
- Sign-in sheets
 - Comment sheets
 - Written summary of meeting.
- ☐ **Additional Open House Meeting(s) required ____.** In some cases, the City of Scottsdale Project Coordinator may require more than one applicant-held Open House. Additional open house meetings have the same requirements and shall be advertised in the same manner as the initial open house meeting.
- Step 5: Complete a Citizen Review Report:** All citizen outreach and input shall be documented in the Citizen Review Report and shall be submitted with the formal application. The Citizen Review Report shall include:
- A. Details of the methods used to involve the public including:
 1. A map showing the number of and where notified neighbors are located.
 2. A list of names, phone numbers/addresses of contacted parties (e.g. neighbors/property owners, School District representatives, and HOA's).
 3. The dates contacted, how they were contacted, and the number of times contacted.
 4. Copies of letters or other means used to contact neighbors, school districts, and HOA's.
 5. List of dates and locations of all meetings
 6. The Open house sign-in sheets, a list of people that participated in the process, and comment sheets.
 7. The completed affidavit of sign posting with a time/date stamped photo. (See related resources)
 - B. A written summary of the comments, issues, concerns and problems expressed by citizens during the process including:
 1. The substance of the comments, issues, concerns and problems.
 2. The method by which the applicant has addressed or intends to address the issues, concerns and problems identified during the process.

Related Resources:

- ☐ Project Under Consideration Sign Posting Requirements
- ☐ Affidavit of Posting
- ☐ Public Hearing Sign Posting
- ☐ Collaborative City and School Planning packet

Planning and Development Services Division

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APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) where an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

- ❖ No fee will be charged for filing
- ❖ The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- ❖ Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- ❖ The city will submit a takings impact report to the hearing officer.
- ❖ In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- ❖ In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- ❖ The hearing officer must render his decision within five working days after the appeal is heard.
- ❖ The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- ❖ If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

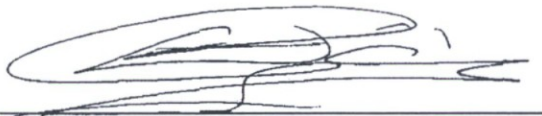
**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

21818 N Miller Rd Scottsdale AZ

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

12-07-2016

Date

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 21818 N Miller Rd
- b. County Tax Assessor's Parcel Number: 212-02-010e
- c. General Location: NWC of Miller Rd and Deer Valley Rd
- d. Parcel Size: 1.0 ac
- e. Legal Description: see attached

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

Gerald Webner

12-07, 2016

[Signature]

FOR MIC DEUTER

02-13, 2017

_____, 20____

_____, 20____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



OLD REPUBLIC
TITLE AGENCY

4925 S. Alma School Rd., Suite 2
Chandler, AZ 85248
(480) 895-9924 Fax: (480) 895-9928

PEBLER EQUITIES, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY
2141 E. Broadway Road #101
Tempe, AZ 85282

Our Order Number 4729010480-BB

Attention: ZACK PEBLER

When Replying Please Contact:

Bill Brooks
bbrooks@ortc.com
(480) 895-9924

See Attached Commitment to Insure



ALTA Commitment

COMMITMENT FOR TITLE INSURANCE

Issued by Old Republic National Title Insurance Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Issued through the office of:
Old Republic Title Agency
2375 E. Camelback Road, Suite 110
Phoenix, AZ 85016

Ramon L. Castillo

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary



ALTA Commitment

SCHEDULE A

1. Effective Date: December 2, 2016, at 5:00 PM

2. Policy or Policies to be issued:

CLTA Standard Coverage Policy -1990

Amount: Amount to come.

Proposed Insured:

ALTA Loan Policy - 2006

Amount: Amount to come.

Proposed Insured:

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. Copies of the Policy forms should be read. They are available from the office which issued this Commitment.

3. The estate or interest in the land described or referred to in this Commitment is
Fee

4. Title to the estate or interest in the land is at the Effective Date vested in:
Beardsley 22, Inc., an Arizona corporation

5. The land referred to in this Commitment is described as follows:
See Legal Description Exhibit.

This Commitment is not valid without SCHEDULE A and SCHEDULE B.

SCHEDULE B

I. REQUIREMENTS:

1. Note: APN: 212-02-010E
Full Amount for the year 2016: \$8,868.46 1st half: PAID 2nd half: 4434.23
2. We find no open Deeds of Trust of record. Please verify by inquiry of Escrow Personnel and/or Agents whether or not we have overlooked something and advise the Title Department accordingly prior to closing.
3. Satisfactory evidence furnished to this Company:
 - a) as to the due formation and continued existence of Beardsley 22, Inc. as a legal entity under the laws of Arizona; and
 - b) documents from its board of directors authorizing this transaction and specifying the officers who shall to execute on behalf of the corporation.
4. FURNISH names of the parties to be insured. (The right is reserved to make additional requirements or exceptions upon an examination of the names submitted.)
5. "The Company reserves the right to make additional exceptions and/or requirements upon examination of all matters submitted to fulfill the above requirements."
6. RECORD DEED FROM Beardsley 22, Inc., an Arizona corporation to Proposed Owner Insured.
7. Record Deed(s) of Trust to be insured herein as set forth in Schedule B-Section 2.

Note: If this Company is to be the trustee on a newly created Deed of Trust, our name and address are as follows:

Old Republic Title Insurance Agency, Inc., an Arizona corporation
2375 E. Camelback Road, Suite 180
Phoenix, Arizona 85016

8. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.1.1.
9. Short Term Rate ("STR") does not apply.
10. NOTE: Arizona Revised Statute 11-480 was amended effective January 1, 1991. This new legislation mandates document size, print type and margin size of all documents being submitted for recording. Non-compliance may result in the County Recorder rejecting your documents.

The following is an excerpt from Arizona Revised Statute 11-480:

1. Each instrument shall have a caption.
2. Each instrument shall be no larger than eight and one-half inches in width and no longer than fourteen inches and shall have a print size no smaller than ten-point type.
3. Each instrument shall have at least one-half inch margin across the bottom and left and right sides from the top to the bottom. The first page shall have a top margin of at least two inches of vertical space from left to right and shall be reserved for recordation and return address information.

NOTICE REGARDING RETURN OF RECORDED DOCUMENTS!

EFFECTIVE AUGUST 17, 1998, the Maricopa County Recorder's Office will DESTROY any original document returned by the U.S. Post Office due to an incorrect or no return address. OLD REPUBLIC TITLE INSURANCE AGENCY, INC., an Arizona corporation, and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, assume no liability for documents which are not prepared by the "Companies" as the same relates to the return address set forth therein. The return address should be set forth in the upper left corner of the first page of each document. If you have any further questions, please contact the Maricopa County Recorder at (602) 506-3535.

NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

NONE

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Special Warranty Deed
By/From : Scottsdeer Limited Partnership, an Arizona Limited Partnership
To : Beardsley 22, Inc., an Arizona corporation
Recorded : June 18, 2004 in Maricopa County Records at Recorder's No.
04-692777

SCHEDULE B continued

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Second Installment of taxes and assessments, general and special, for the year 2016.

2. Excepting therefrom those reservations, exceptions and provisions contained in the Patent from the United States of America, as follows:

"SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and right to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States of America."

3. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

For : drainage and flood control
Recorded : in Maricopa County Records at Recorder's No. 1998-18365

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : City of Scottsdale
For : right of way
Recorded : in Maricopa County Records at Recorder's No. 1990-456747

5. Matters as contained or referred to in an instrument,

Entitled : Easement Encroachment Permit and Indemnification Agreement
Recorded : in Maricopa County Records at Recorder's No. 2000-772156

6. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	\$ _____
Trustor/Borrower	:	_____
Trustee	:	_____
Beneficiary/Lender	:	_____
Dated	:	_____
Recorded	:	_____
Loan No.	:	_____
"MIN"	:	_____
Returned to	:	_____

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>. If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2006 ALTA Short Form Residential Loan Policy is ultimately issued, the arbitration provisions of the issued policy shall control.

LEGAL DESCRIPTION EXHIBIT

A portion of the Southwest quarter of Section 14, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Southeast corner of said Southwest quarter;

Thence South 89 degrees 59 minutes 46 seconds West and along the South line of said Southwest quarter, a distance of 80.01 feet;

Thence North 0 degrees 00 minutes 14 seconds West, a distance of 55.00 feet to the True Point of Beginning of the herein described parcel;

Thence South 89 degrees 59 minutes 46 seconds West parallel to and 55.00 feet North of the South line of said Southwest quarter, a distance of 184.46 feet;

Thence North 0 degrees 01 minutes 02 seconds West and parallel to the East line of said Southwest quarter, a distance of 209.46 feet;

Thence North 89 degrees 59 minutes 46 seconds East and parallel to the South line of said Southwest quarter, a distance of 209.46 feet;

Thence South 0 degrees 01 minutes 02 seconds East parallel to and 55.00 feet West of the East line of said Southwest quarter, a distance of 184.46 feet;

Thence South 44 degrees 59 minutes 22 seconds West, a distance of 35.35 feet to the True Point of Beginning.

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



OLD REPUBLIC TITLE

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

EXHIBIT A

A portion of the Southwest quarter of Section 14, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Southeast corner of said Southwest quarter;

Thence South 89 degrees 59 minutes 46 seconds West and along the South line of said Southwest quarter, a distance of 80.01 feet;

Thence North 0 degrees 00 minutes 14 seconds West, a distance of 55.00 feet to the True Point of Beginning of the herein described parcel;

Thence South 89 degrees 59 minutes 46 seconds West parallel to and 55.00 feet North of the South line of said Southwest quarter, a distance of 184.46 feet;

Thence North 0 degrees 01 minutes 02 seconds West and parallel to the East line of said Southwest quarter, a distance of 209.46 feet;

Thence North 89 degrees 59 minutes 46 seconds East and parallel to the South line of said Southwest quarter, a distance of 209.46 feet;

Thence South 0 degrees 01 minutes 02 seconds East parallel to and 55.00 feet West of the East line of said Southwest quarter, a distance of 184.46 feet;

Thence South 44 degrees 59 minutes 22 seconds West, a distance of 35.35 feet to the True Point of Beginning.

MAP ID • 780 - 14 - 03 - 04

[illegible]

LOCATOR GRID

SECTION

06	05	04	03	02	01
07	06	09	10	11	12
16	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1/4 SECTION

		N	
	03		01
W	03		04
		S	

1/4 1/4 SECTION

		N	
W	02	01	
	03	04	E
		S	

ASSESSOR BOOKS & MAPS WITHIN THIS AREA

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BOOK: 212      MAP: 02
BOOK: 212      MAP: 03
BOOK: 212      MAP: 31
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SUBDIVISIONS

ARIZONA SILVERADO
MCR 456-07, 1999 SUB
SCOTTSDALE RIDGE OFFICE CONDOMINIUM
MCR 792-44, 2007 SUB
SCOTTSDALE RIDGE BUSINESS CENTER 2 CONDOMINIUM
MCR 929-14, 2009 SUB
SCOTTSDALE RIDGE BUSINESS CENTER CONDOMINIUMS
MCR 981-06, 2009 SUB



SCALE: 1" = 100'



Maricopa County

09-03-2008

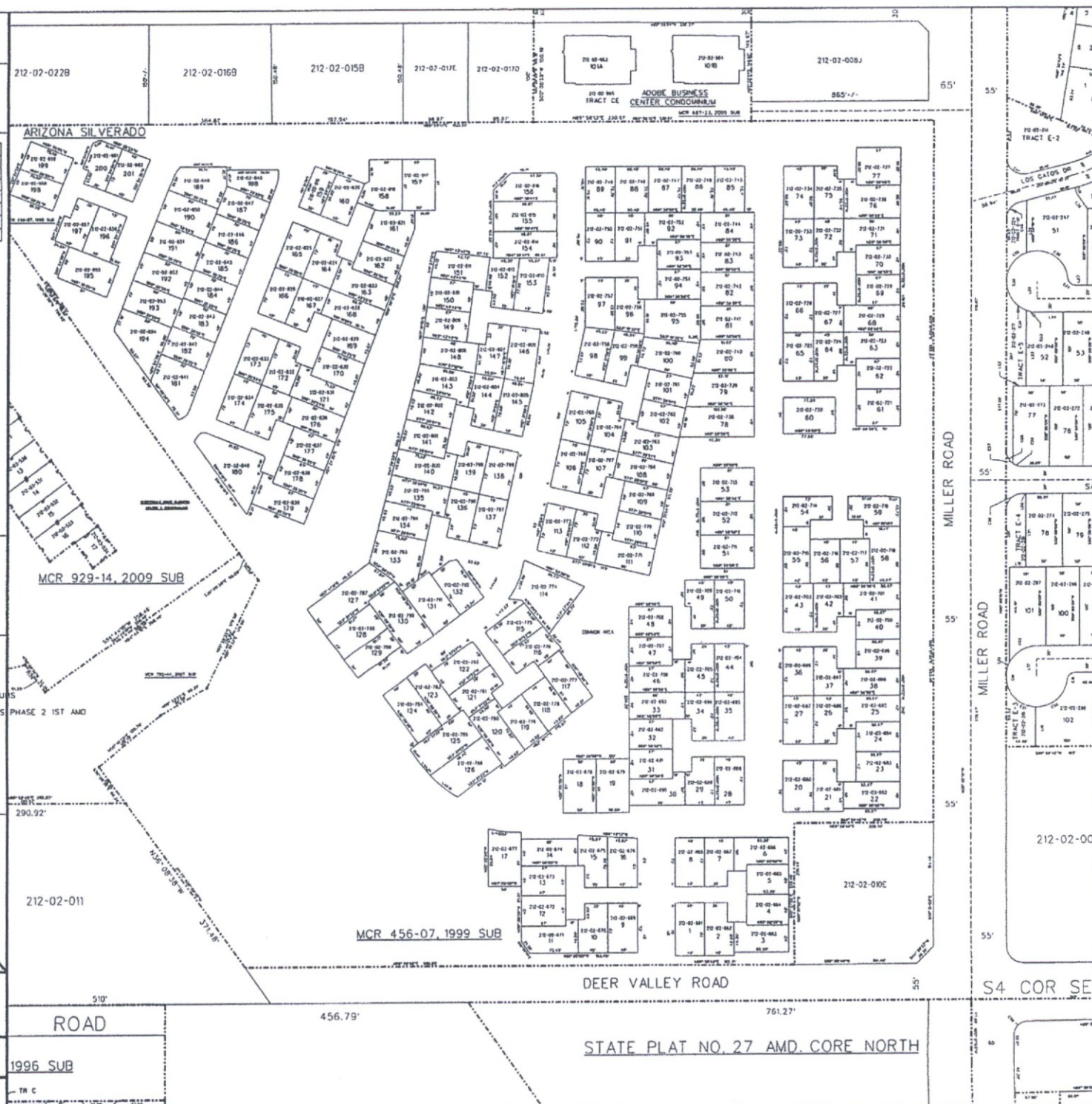
MARICOPA COUNTY ASSESSOR'S OFFICE
301 W. JEFFERSON ST.
PHOENIX, AZ 85003
www.maricopa.gov/assessor

LEGEND:

- 1 Subdivision Boundary Line 8 Indicates change in original boundary
 2 Subdivision Boundary Corner 9 Parcel Boundary Line
 3 Street Centerline 10 Parcel Split Line
 4 Street Cornerline Marker 11 Parcel Number
 5 Section Corner Marker 12 Parcel Boundary Point
- NEVADA INFORMATION IS LOCATED ON A SEPARATE DOCUMENT

Disclaimer - Indemnification

Requester/Purchaser understands and agrees that Maricopa County does not guarantee the accuracy of the data and information requested and hereby expressly disclaims any responsibility for the truth, lack of truth, validity, inaccuracy, accuracy of any kind and data and information. The purchaser of maps are for archival purposes only and are not intended to be used as a survey product.



- OLD REPUBLIC TITLE, ORL, UGWE**MARICOPA, AZ**

12/07/2016 09:55AM TYZH

ORDER SEARCH RESULTS**PAGE 1 OF 1****ORDER: 4729010480****TOF: 99****COMMENT:****SEARCH PARAMETERS****PARCEL: 212-02-010E****(PERMIT DATEDOWNS)****PARCEL: 212-02-010E 1****OWNER:** BEARDSLEY 22 INC**INSTRUMENT****REC DATE**

2004

06/18/2004

692777

SITUS: 21818 N MILLER RD SCOTTSDALE**MAIL:** 222 W LINGER LN

PHOENIX, AZ 85021

SECTION: 14 TWP 4N RNG 4E**LEGAL:** TH PT S2 SW4 SEC 14 DAF COM SE COR SW4 TH W 80.01F TH N 55F TPOB TH W 184.46F TH N 209.46F TH E 209.46F TH S 184.46F TH S 44D 59M W 35.35F TPOB**CURRENT TAXES****INFORMATION THROUGH****11/25/2016**

	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	72,467	0	0	8.0230	691400	30002
SECONDARY	95,385	0	0	4.2149		
2016 TOTAL TAX BILLED				8,868.46		

	TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE
2016 FIRST HALF	4,434.23	0.00	0.00	10/12/2016	0.00
2016 SECOND HALF	4,434.23	4,434.23	0.00		4,434.23

TOTAL CURRENT TAXES DUE 12/16 4,434.23

01/17

4,434.23

(ESTIMATED)**BACK TAXES****INFORMATION THROUGH****11/25/2016****NO BACK TAXES****ASSESSMENTS****NO ASSESSMENTS****ADDITIONAL PROPERTY INFORMATION****STANDARD LAND USE:** COMMERCIAL LOT**CONDITIONS, DISCLAIMERS AND EXCLUSIONS**

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH



Affidavit of Sign Posting

☒ Project Under Consideration Sign (White)

☐ Public Hearing Notice Sign (Red)

Case Number: 628-PA-2016

Project Name: Der Valley Townhomes

Location: 21818 N Miller Rd Scottsdale

Site Posting Date: 02-15-2017

Applicant Name: Beardsley 22 Inc

Sign Company Name: Gogreen Reprographics

Phone Number: 602-244-9447

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

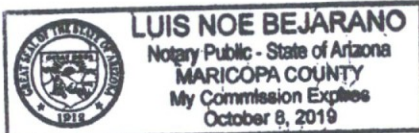
Applicant Signature

02-15-2017

Date

Return completed original signed and notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal. E-mail copy to your project coordinator.

Acknowledged before me this the 16th day of February 2017



Notary Public

My commission expires: Oct 8 2019

Planning, Neighborhood & Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

EARLY NOTIFICATION OF PROJECT UNDER CONSIDERATION

NEIGHBORHOOD OPEN HOUSE MEETING

DATE: 02-27-2017
TIME: 6:00 PM
LOCATION: APPALOOSA LIBRARY
7377 E. SILVERSTONE DR SCOTTSDALE AZ 85255

SITE ADDRESS: 21818 N MILLER RD SCOTTSDALE, AZ 85255

PROJECT OVERVIEW:

- REQUEST: REZONE EXISTING PARCEL FROM P.C.-O.C. TO MULTI FAMILY ZONING R-3
- DESCRIPTION OF PROJECT AND PROPOSED USE: NEW 11 TOWNHOMES PROJECT

APPLICANT/CONTACT: BEARDSLEY 2, LLC

PHONE: 602-481-9282

EMAIL ADDRESS: EDMIR@E-PROJECTINTERNATIONAL.COM

CITY/CONTACT: JESUS MURILLO

PHONE: 480-312-7849

EMAIL ADDRESS: JMURILLO@SCOTTSDALEAZ.GOV

PRE-APPLICATION #: 628-PA-2016 AVAILABLE AT CITY OF SCOTTSDALE: 480-312-7000

PROJECT INFORMATION MAY BE RESEARCHED AT:

[HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/BLDGRESOURCES/PREAPP/SEARCH](https://eservices.scottsdaleaz.gov/BLDGRESOURCES/PREAPP/SEARCH)

POSTING DATE: 02-14-2017

- PENALTY FOR REMOVING OR DEFACING SIGN PRIOR TO POSTING HEARING NOTIFICATION SIGN
- APPLICANT RESPONSIBLE FOR SIGN REMOVAL

15/02/201333438685772" N 111° 55' 3.00936" W

NEIGHBORHOOD MEETING

SIGN IN SHEET

APPALOOSA LIBRARY

02-27-2017 6:00PM

Project: Deer Valley Townhomes (628-PA-2016)

Meeting Date: 02-27-2017

Facilitator: Edmir Dzudza

Place/Room: Classroom

Name	Address	Phone	E-Mail
Jill Case	7609 E San Fernando Seaside	480-809-5885	jillrcase@icloud.com
REX GARDNER	11	480 809 5886	MACKEYAWANCE@icloud.com
TIM CARWISLE	7500 E DEER VALLEY RD #95	480 321 9977	carwisle401@cox.net
DENISE CARWISLE	1500 E Deer Valley Rd #95	480-745-5963	carwisle85255@cox.net
Arlene Smith	7640 E. Overlook	480 419 7371	2rlene.smith822@gmail.com
Brad & Doreen Clement	7500 E. Deer Valley Rd. # 67	480-326-7047	hooah1@cox.net
Nolan deGraaff	7500 E. Deer Valley Rd #21	602-750-4886	Nolan.degraaff@gmail.com
Jason Kirstein	11 #41	480-213-5992	jasonkirstein@yahoo.com